

**Professional Services Agreement
Police Assisted Addiction and Recovery Initiative**

This Agreement ("Agreement") is made by and between the Nueces County Hospital District ("District"), 555 N. Caranchaua, Suite 950, Corpus Christi, TX 78401 and the Police Assisted Addiction and Recovery Initiative ("PAARI"), a nonprofit organization, 253 Amory Street, Boston, MA 02130, for the purposes of performing services hereinafter enumerated relating to support for Nueces County law enforcement agencies to create non-arrest pathways to treatment and recovery.

WHEREAS, on October 26, 2017, acting Health and Human Services Secretary, Eric D. Hargan responding to the opioid crisis, issued a Public Health Emergency Declaration regarding the opioid crisis;

WHEREAS, the District realizes the need to develop a public health services initiative to address substance use disorders, specifically opioid addictions, and mental health issues in Nueces County; and

WHEREAS, the District is authorized to provide public health and mental health services pursuant to Section 281.094 of the Texas Health and Safety Code.

NOW THEREFORE, the District and PAARI in consideration of the mutual covenants expressed hereinafter, agree as follows:

Terms of Agreement: The term of this Agreement shall be for one year commencing from February 1, 2021 through January 31, 2022. Upon mutual written agreement of District and PAARI, the term of this Agreement may be extended.

Services: PAARI agrees to provide the following professional services and supports. Any changes to services must be agreed upon by both parties in writing.

1) **Recovery Coach Training:**

- Deliver a total of 60 training hours to provide police officers and program partners as designated by District, with the knowledge and skills to support individuals seeking treatment and in early recovery, which can be a combination of one (1) 30-hour advanced training class and five (5) six-hour basics training classes, with each training class size not to exceed 20 people.
- District will advise PAARI if the training will be conducted in person or virtual.
- One (1) virtual 16-hour train the trainer course will be provided once for up to 3 people.

2) **Capacity Building Recovery Corps Member:** Provide a full-time PAARI Recovery Corps national service member dedicated to supporting the District's program for one year.

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- 3) **NARCAN Access and Overdose Prevention:** Develop a comprehensive NARCAN access project that includes provision of equipment for officers to carry NARCAN on their vests or belts, on scene access in public locations, distribution to high-risk individuals, and other identified priorities. Deliver virtual 1-hour Overdose Prevention Training classes on up to 10 occasions, with each training class size not to exceed 50 people.
- 4) **Roll Call Training Videos:** Develop and deliver up to 3 training videos, each under 5 minutes in length, that provide a brief overview of addiction, recovery, the other salient and agreed upon aspects of program implementation.
- 5) **Coaching and Consulting:** In addition to the training hours provided under Services, in #1 and #3 above, PAARI will provide up to 200 hours of virtual strategic guidance, technical assistance, coaching, and consulting related to program development and implementation. District will establish a schedule for the delivery of the 200 hours of coaching and consulting by AARI.

Fee and Payment: The maximum amount payable under this Agreement is **\$95,000.00** payable in equal monthly installments. Any travel expenses will be reimbursed at cost and in accordance with District travel policies. Travel expenses must be approved in writing by the District prior to incurring said expense.

PAARI shall prepare and submit to the District via mail or email a monthly invoice, not to exceed one twelfth (1/12) of the maximum amount payable under the contract and a progress report in reasonable detail, stating the status and description of the work accomplished during the billing period.

The District reserves the right to withhold payment pending verification of satisfactory work, to be determined in the reasonable discretion of the District.

The District assumes no liability for work performed or costs incurred prior to the date authorized by the District to begin work, or during periods when work is suspended, or subsequent to the Agreement completion date.

On or before the 10th day of each month during the term of this Agreement, PAARI shall submit a written invoice via mail or email, to the District for approval and payment. District shall review the invoice against the services required and provided under this Agreement. Upon approval of invoice by District, payment shall be remitted by District. District shall pay PAARI undisputed amount within thirty (30) calendar days of the invoice date with payment sent via the United States Postal Service to the address provided by PAARI on the invoice. If the District determines that payment for specific services are disputed, the undisputed portion of the invoice shall be approved for payment. The parties shall attempt to resolve the disputed portions of the invoice within ten (10) calendar days.

Additional Work: Any work, beyond the scope of this Agreement, will be billed thusly: \$100 USD per hour. No additional work shall be performed or billed without the prior approval by both parties in writing.

Coordination: Services provided by PAARI under this Agreement shall be organized and coordinated through the District and Nueces County's Director of Mental Health Programs and as additionally directed by the District.

Termination: This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. In the event of a material breach upon written notice by the non-breaching party to the other party, if such breach remains uncured for 30 days following written notice to the breaching party, this Agreement may be terminated.

COUNTY INDEMNITY. PAARI AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, AND THEIR AGENTS, OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL SUITS, ACTIONS OR OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY LOSS OR DAMAGE ARISING OUT OF ANY WRONGFUL ACT, NEGLIGENCE, OR OMISSION OF PAARI, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH SUIT, ACTION OR CLAIM IS INSTITUTED BY A THIRD PARTY OR AN EMPLOYEE, AGENT OR SUBCONTRACTOR OF PAARI. PAARI WILL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT, OR THEIR AGENTS, OFFICERS AND EMPLOYEES FOR ANY SUIT, ACTION OR OTHER CLAIM ARISING OUT OF ANY WRONGFUL ACT, NEGLIGENCE, OR OMISSION OF THE DISTRICT, OR THEIR AGENTS, EMPLOYEES OR SUBCONTRACTORS. THE DISTRICT SHALL PROMPTLY NOTIFY PAARI OF ANY INCIDENT, ACCIDENT, CLAIM OR LAWSUIT OF WHICH THE DISTRICT BECOMES AWARE THAT DOES OR MAY POTENTIALLY INVOLVE PAARI AND SHALL FULLY COOPERATE IN THE DEFENSE OF SUCH CLAIM. PAARI MAY RETAIN SOLE CONTROL OF THE DEFENSE WHILE THE ACTION IS PENDING SHOULD IT SO CHOOSE. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

PAARI INDEMNITY. DISTRICT AGREES, TO THE EXTENT PERMITTED BY LAW WITHOUT ESTABLISHING A SINKING FUND, TO INDEMNIFY, DEFEND AND HOLD HARMLESS PAARI AND ANY OF ITS AGENTS, OFFICERS, SUBCONTRACTORS AND EMPLOYEES, FROM AND AGAINST ALL SUITS, ACTIONS OR OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY LOSS OR DAMAGE ARISING OUT OF ANY WRONGFUL ACT, NEGLIGENCE, OR OMISSION BY THE DISTRICT OR THEIR OFFICERS, EMPLOYEES OR AGENTS, REGARDLESS OF WHETHER SUCH SUIT, ACTION OR CLAIM IS INSTITUTED BY A THIRD PARTY OR AN EMPLOYEE, OFFICER, AGENT OR SUBCONTRACTOR OF THE DISTRICT. PAARI SHALL PROMPTLY NOTIFY THE DISTRICT OF ANY INCIDENT, ACCIDENT, CLAIM OR LAWSUIT OF WHICH PAARI BECOMES AWARE THAT DOES OR MAY POTENTIALLY INVOLVE THE DISTRICT AND SHALL FULLY COOPERATE IN THE DEFENSE OF SUCH CLAIM. DISTRICT MAY RETAIN SOLE CONTROL OF THE DEFENSE WHILE THE ACTION IS PENDING SHOULD IT SO CHOOSE. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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Severability: If any provision or part of a provision of this Agreement is found to be unenforceable or invalid, the remaining provisions or parts of the provisions will remain binding and in full force and effect without being impaired or invalidated in any way.

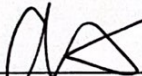
Applicable Law: This Agreement shall be governed by the laws of the, State of Texas and all disputes arising out of or relating to this Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement shall be in a court of competent jurisdiction in Nueces County, Texas.

Notice: Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing.

Amendment: This Agreement may be changed or amended at any time by written consent of both parties.

Entire Agreement: This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

The undersigned have had the opportunity to review the above Agreement, understand all of its terms, and accept and agree to be bound by the Agreement.



Police Assisted Addiction and Recovery Initiative

Signed: Allie Hunter
Title: Executive Director
Date: 10 December 2020
Address: 253 Amory Street, Boston, MA 02130
Email: allie@paariusa.org

Nueces County Hospital District

Signed: Jonny F. Hipp
Title: Administrator/Chief Executive Officer
Date: 15 December 2020
Address: 555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401
Email: jonny.hipp@nchdcc.org